

THE COLOURS.

IMPORTANT QUESTION IN LIFE INSURANCE.

The Insurances on the Life of the Late Samuel Laird—Refused to Pay the Same and Why Refused—A Novel and Important Judicial Decision.

END OF THE CORDS TRIAL.

Plea of Manslaughter Accepted from the Prisoner—Sentence of Four Years in State Prison.

THE PALMER-FOLEY INJUNCTION.

Argument on Appeal from the Order Granting the Injunction—Same Old Story Gone Over Again and Decision Reserved.

A REMINISCENCE OF THE RING REGIME.

A Little Old Bill for Stationery Furnished the City—Effort to Mandamus the Comptroller and Compel Payment.

A rumor prevailed in the United States Courts yesterday that United States Marshal Sharpe is to be appointed to the office of Surveyor of this port, and that his place will be filled by his chief assistant, Mr. Fiske.

Peter Kehoe was committed in the United States Circuit Court yesterday, before Judge Benedict, for defaulting in counterfeit fifty cent currency stamps. Prisoner was remanded for sentence.

There was a very interesting argument yesterday in Supreme Court, Chambers, before Judge Fancher, growing out of suits brought on account of refusal by a Boston life insurance company to pay policies of life insurance obtained by the late Samuel Laird, the well-known hotel proprietor, of Long Branch. He transferred the policies to his wife and daughter, and it was claimed that this violated them. It was also claimed that the proceeds should inure to the benefit of his creditors, he being insolvent, as alleged, at the time of his death. The argument of counsel, as well as the decision of the Judge, covering a new as well as interesting point in the specialty of litigation, will be found elsewhere in our law reports.

The trial of Charles Cordes for the murder of John Dann was brought to a sudden termination yesterday in the Court of Oyer and Terminer. In consequence, as would appear, of the thorough knowledge of prisoner's counsel of the medical questions arising from the doubt as to the result of the incised wound inflicted, it was deemed advisable to accept a plea of manslaughter in the third degree, and Cordes' counsel thus succeeded in securing for his client the light punishment of four years in the State Prison for the commission of a crime which Judge Brady had characterized as murder.

Nearly all the branches of the various State Courts adjourned from yesterday to next Tuesday in order to give due celebration to St. Patrick's Day. All the judges summoned to appear on Monday were excused from attendance till Tuesday.

The case of Chamberlain Palmer against John Foley, upon the appeal from the order of Judge Harboure restraining the latter from exercising any of the duties of Deputy Chamberlain, was argued yesterday in the Superior Court, General Term. Precisely the same line of argument was pursued on both sides as upon the original application for the injunction. The Court reserved its decision.

Another memo of the old Ring regime was an application yesterday, before Judge Fancher, holding Supreme Court, Chambers, for a mandamus to compel the Comptroller to pay, interest and all, some \$100,000 for stationery furnished the city in 1869. It was shown that the appropriation for that year was but little over a third of this amount. The case went to the City Court, where the Corporation Counsel put in affidavits of alleged frauds in auditing the accounts.

IMPORTANT LIFE INSURANCE QUESTION.

The Late Samuel Laird's Life Insurance Policies—Payment of the Same Refused and Appeal to the Courts to Enforce Payment—Interesting Legal Proceedings and a Most Important Judicial Decision.

Thousands of frequenters of Long Branch during the watering place season well remember the late Samuel Laird, at the time of his death proprietor of two of the principal hotels at this famous place of summer resort. As is well known he died on the 10th of last August, leaving surviving him his widow and a daughter. In 1868 it appears that he obtained a policy of insurance on his life of \$10,000 in the New England Mutual Life Insurance Company, of Boston. During the next year he procured a similar policy for a like amount from the same company. In January, 1872, he had interested in the policies "for the benefit of his daughter, Ann M. Laird, and his wife, Julia F. Laird." After his death the company refused to pay the amount of the policies, and the result was a suit to enforce payment. Meantime, to allow the suit to be prosecuted here, Messrs. Harrison E. Gwentry and Charles A. Soper, the latter the father of Mrs. Laird, were made assignees of the beneficiaries of their claims under the policies. A party to this suit was Mr. Charles A. Bennett, administrator of *bonis non* of Mr. Laird, growing out of a transaction there were, or rather, are, in fact, two suits, one brought by Mr. Bennett, as administrator of Mr. Laird, against Harrison E. Gwentry, Anna M. Laird and the New England Mutual Life Insurance Company, and another by John F. Laird and the New England Mutual Life Insurance Company.

OLD STATIONERY BILLS.

Charge of Fraudulent Audit—How in the Flush Ring Times Expenditures Exceeded Appropriations.

There appears to be no end to the amount of old claims against the city. Among the formidable list are a claim of T. N. Roe for \$118,000 and another of Alvin Lockwood for \$2,000, for stationery. These claims are for 1869, and to secure their payment, or rather in the endeavor to accomplish this desired result, application was made yesterday before Judge Fancher, holding Supreme Court, Chambers, for a person to be appointed to audit the accounts of the City of New York, and to direct him to pay the same.

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The answer by the insurance company to the complaint claims simply that the policies were forfeited, on account of the alleged transfers. This the insurance company, however, has refused to accept, and the case is now before the courts.

Mr. Bennett, as administrator of Mr. Laird, against Harrison E. Gwentry, Anna M. Laird and the New England Mutual Life Insurance Company, and another by John F. Laird and the New England Mutual Life Insurance Company.

The case, as will be seen, is one involving very delicate questions of law, and is one of the most important in the specialty of litigation, and will be found elsewhere in our law reports.

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THE CORDS-DANN HOMICIDE.

Sudden Termination of the Trial—A Plea of Manslaughter in the Third Degree Made by the Prisoner—The Sentence of the Court.

The session of the Court of Oyer and Terminer yesterday—Judge Brady on the bench—was unexpectedly brief, and in this regard, no doubt, a source of disappointment to numbers of the large crowd present who have a singular weakness for frequenting criminal trials.

THE TRIAL PROCEEDED TO ITS CLOSE. Immediately after the opening of the Court Mr. William F. Howe, counsel for Charles Cordes, who trial for the alleged murder of John Dann had occupied its attention the two previous days, rose and addressed the Court. Since the adjournment on the night before he had arranged, he said, with Assistant District Attorney Russell, who had conducted the prosecution in the case, to enter for the prisoner a plea of manslaughter in the third degree. He knew very well that this was a high degree of criminality, and that the evidence would show that he was guilty of the crime charged before them, but to save time and trouble he had advised his client to enter this plea, and that he was now doing so.

After several witnesses, called by Mr. Howe, had given their evidence as to the facts of the case, Mr. Russell stated that he had consulted with the District Attorney in regard to accepting a plea of manslaughter in the third degree, and that he had decided to do so. He stated that he had also consulted with the District Attorney in regard to accepting a plea of manslaughter in the third degree, and that he had decided to do so.

Neither of the opposing counsel having anything further to say the prisoner was called upon to stand up and receive the sentence of the Court. On being asked to stand up, he said, "I am not guilty."

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SUPREME COURT—CHAMBERS.

Decisions.

Charles L. Mead vs. S. McNamara et al.—Report of referee confirmed and judgment granted. I. C. Beamish appointed referee to settle, &c. Allowance of two and one-half per cent.

Ann Buiger vs. Robert A. Williams.—Report confirmed and judgment for referee and sale granted.

Sarah M. Sholey vs. Charles Sholey.—Report of referee confirmed and limited divorce granted. Custody of child awarded to plaintiff.

Crust Stegner vs. Elizabeth Stegner.—Report confirmed and judgment of divorce granted.

In the Matter of the Application of H. L. Suidman for the Appointment of a Trustee, &c.—Reference ordered, &c.

SUPERIOR COURT—SPECIAL TERM.

Decisions.

By Judge Van Vorst.

Berwick vs. Dale.—Order granted.

Crust Stegner vs. Elizabeth Stegner.—Report confirmed and judgment of divorce granted.

In the Matter of the Application of H. L. Suidman for the Appointment of a Trustee, &c.—Reference ordered, &c.

COURT OF COMMON PLEAS—GENERAL TERM.

Technicalities an Important Element of Legal Prosecution.

Before Judges Charles F. Daly and Leow.

In an argument in this Court yesterday on an appeal from a judgment rendered by Judge Fowler, of the Third District Civil Court, two important questions were decided. A summons, it appears, was a clerical error, mislaid, so as to make the return day more than twelve days after the date on the summons. The defendant appeared and objected. The Court, on motion of plaintiff, amended the summons, and the case proceeded.

By Judge J. F. Daly.

Hock vs. Fink.—See opinion and decision with Clerk at Chambers.

Marion Johnson.—Motion denied, without prejudice to renewal on further affidavits.

Wentworth vs. Shaw et al.—Motion denied.

CITY COURT—TRIAL TERM.

Arraignments and Sentences.

Before Judge Moore and Associates.

The Grand Jury appeared in Court yesterday and presented a number of indictments. Several prisoners were arraigned and the Court announced the days of trial.

Three colored men—Charles Wallace, Henry Johnson and John Williams—pleaded guilty to grand larceny and were each sentenced to the Penitentiary for a year and six months.

George Price and John H. Williams pleaded guilty to burglary in the second degree, and Judge Moore sentenced them each to the Penitentiary for four years and six months.

COMMISSION OF APPEALS.

ALBANY, March 14, 1873.

The following is the calendar of the Commission of Appeals for March 15—No. 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. The Court adjourned until ten A. M. to-morrow.

MYSTERIOUS DEATH OF A YOUNG WOMAN IN THIRD AVENUE.

Supposed Suicide—Nothing Known Concerning Her.

A MYSTERY OF THE SEA.

The Adventures of the American Brig Mary Celeste, of This Port—Found Deserted at Sea, Towed Into Gibraltar, and No Intelligence of the Crew for Four Months—No Evidence of Mutiny or Robbery—Her Cargo and Insurance.

Those who go down into the sea in ships encounter may remarkable adventures in their buffeting with wind and tide, but the brig Mary Celeste, owned by J. H. Winchester & Co. of this port, seems to have had a career something out of the line that usually befalls the lot of sailing vessels of commercial importance.

According to the pedigree given by the owners she was formerly a single-deck brig, called the Amazon, of Falmouth, Nova Scotia, and in November, 1868, arrived at this port a wreck and was sold at public auction by Messrs. Burdett & Dennis to Richard W. Haines, who repaired the vessel by putting in new keel, stern, sternposts, bottom and most of her spars, rigging, sails, &c., at an expense of over ten thousand dollars, and, believing he was entitled to put his vessel under the American flag, he at that time applied through a Custom House broker for an American register, and obtained it in October, 1869. Ten months after she had received her register she was again sold at auction for debt and bought by her present owners, who, on April 1, 1872, sailed from Boston for New York, on a voyage to the West Indies.

On the 24th of December, by request of her owners, having been made that the owners had caused the vessel to be abandoned for the purpose of securing insurance, a Hatteras reporter called upon Mr. Winchester yesterday, when he made the following statement:

"There has been much said about a bloody sword having been found on board the vessel when she was picked up, and an intimation has been made that a mutiny occurred on the vessel. The facts are, however, as follows: The vessel was taken up by me, I went to Gibraltar, where I found the vessel as tight and seaworthy as when she left this port, except that the sails were all blown away, and the vessel was found to belong to the Captain, who got it there after a long search. I found a spot of rust upon the hull, and I found a small iron box, which I found to contain a letter from the Captain to the owners, in which he stated that the vessel was to be abandoned for the purpose of securing insurance. I found the vessel as tight and seaworthy as when she left this port, except that the sails were all blown away, and the vessel was found to belong to the Captain, who got it there after a long search. I found a spot of rust upon the hull, and I found a small iron box, which I found to contain a letter from the Captain to the owners, in which he stated that the vessel was to be abandoned for the purpose of securing insurance."

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MARRIAGES AND DEATHS.

Married.

ALBANY—DENNIS, On Tuesday, March 11, at the bride's parents, Mr. and Mrs. J. H. Winchester, of New York, to Emma J. Young, daughter of Leonard Dennis, of Brooklyn.

CHANDLER—MILLIGAN, In South Orange, N. J., at the First Presbyterian church, on Wednesday evening, March 12, 1873, by the Rev. John H. Worcester, Mr. William J. Chandler to Jennie H. Milligan, daughter of the late Gilbert M. Milligan, Esq.

GODLEY—FARNHAM, On Thursday, February 27, 1873, at the City Hall, New York, by the Rev. Frederick Brown, Oscar Godley, of this city, to Kittie E. daughter of Charles Farnham, Esq., of Oswego, N. Y.

NEWBOLD—CLARK, On Thursday, March 13, at the City Hall, New York, by the Rev. Frederick Brown, Rev. H. E. Clark, of Brooklyn, to Nellie A. Clark, of Brooklyn. No cards.

SUNNER—SMITH, On Thursday evening, March 13, at the City Hall, New York, by the Rev. Frederick Brown, Mr. Sunner to Maria W. daughter of Isaac E. Smith.